

2. CONTRACT NO.
 W25G1V-16-C-0005

3. AWARD/EFFECTIVE DATE
 21-Sep-2016

4. ORDER NUMBER

5. SOLICITATION NUMBER
 W25G1V-16-R-0034

6. SOLICITATION ISSUE DATE
 09-Aug-2016

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
 MAUREEN MYRTHEL

b. TELEPHONE NUMBER (No Collect Calls)
 (570)615-9535

8. OFFER DUE DATE/LOCAL TIME
 04:30 PM 08 Sep 2016

9. ISSUED BY
 ACC-APG TOBYHANNA BRANCH
 MAUREEN MYRTHEL 570-615-9535
 MAUREEN.MYRTHEL.CIV@MAIL.MIL
 FAX 570-615-6794
 TOBYHANNA PA 18466-5100
 TEL: 570-615-9535
 FAX: 570-615-6794

CODE W25G1V

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: 562111
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$38,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
 SEE BELOW FOR SEPARATE SHIPPING INSTRUCTIONS
 XXX
 XXX PA 00000

CODE W25G1V

16. ADMINISTERED BY
SEE ITEM 9

17a. CONTRACTOR/OFFEROR
 WASTE MANAGEMENT OF PENNSYLVANIA, INC.
 KIM SOUYACK
 D/B/A APEX WASTE SERVICES, INC.
 13 PEGGY DRIVE
 DUNMORE PA 18512
 TELEPHONE NO. 609-798-3010

CODE 67QN8

FACILITY CODE

18a. PAYMENT WILL BE MADE BY
 DFAS COLUMBUS
 DFAS COLUMBUS
 DFAS-ROCK ISLAND/ JAIQBAC
 P. O. BOX 182316 ATTN: ROCK ISL
 COLUMBUS OH 43218-2316

CODE HQ0303

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$193,736.00 EST

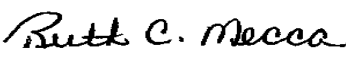
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: REF. W25G1V16R0034 OFFER DATED 08-Sep-2016. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER
 (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 RUTH MECCA / CONTRACT SPECIALIST
 TEL: 570-615-7432
 EMAIL: ruth.c.mecca.civ@mail.mil

31c. DATE SIGNED
 21-Sep-2016

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$193,736.00	\$193,736.00 EST

Name: REFUSE REMOVAL SERVICES BASE YEAR
FFP

Description: Furnish all labor, tools, materials, equipment, transportation and supervision, except government-furnished front-load dumpsters, to manage and perform all operations for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot (TYAD), Tobyhanna, Pennsylvania. Performance shall be in accordance with the terms, conditions, specifications and standards in the performance work statement and the contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

SEE PERFORMANCE WORK STATEMENT

PRICE PER POUND IS IN ACCORDANCE WITH THE PRICING SCHEDULE LISTED BELOW. (PRICE IS PER BOX FOR INFECTIOUS WASTE IAW WITH PRICING SCHEDULE BELOW.)

THE UNIT COST IS BASED UPON ESTIMATED QUANTITIES FOR EACH WASTE STREAM. TOTAL AVAILABLE FUNDS MAY NOT BE FULLY USED OVER THE TERM OF THE CONTRACT

COLLECTION AND OFF POST DISPOSAL OF THE FOLLOWING WASTE STREAMS IS REQUIRED.

- FRONT LOAD SERVICE
- Municipal and Residual Solid Waste
- Infectious Waste
- ROLL OFF SERVICE
- Bulky Items
- Coatings/Paint Waste
- Aluminum Dust/Sand Mix
- Garnet Sludge
- Sewage Sludge

ITEMIZED INVOICES MUST BE SUBMITTED SHOWING AMOUNT FOR EACH WASTE STREAM COLLECTED AND BILLED.

FOB: Destination
NSN: AASSVC6147066S
MILSTRIP: W25G1V6147066S
PURCHASE REQUEST NUMBER: W25G1V6147066S

NET AMT \$193,736.00 (EST.)

ACRN AA \$193,736.00
CIN: W25G1V6147066S0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot	\$188,601.26	\$188,601.26 EST
OPTION	OPTION YEAR 1				

FFP

Description: Furnish all labor, tools, materials, equipment, transportation and supervision, except government-furnished front-load dumpsters, to manage and perform all operations for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot (TYAD), Tobyhanna, Pennsylvania. Performance shall be in accordance with the terms, conditions, specifications and standards in the performance work statement and the contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

SEE PERFORMANCE WORK STATEMENT

PRICE PER POUND IS IN ACCORDANCE WITH THE PRICING SCHEDULE LISTED BELOW. (PRICE IS PER BOX FOR INFECTIOUS WASTE IAW WITH PRICING SCHEDULE BELOW.)

THE UNIT COST IS BASED UPON ESTIMATED QUANTITIES FOR EACH WASTE STREAM. TOTAL AVAILABLE FUNDS MAY NOT BE FULLY USED OVER THE TERM OF THE CONTRACT

COLLECTION AND OFF POST DISPOSAL OF THE FOLLOWING WASTE STREAMS IS REQUIRED.

FRONT LOAD SERVICE

Municipal and Residual Solid Waste

Infectious Waste

ROLL OFF SERVICE

Bulky Items

Coatings/Paint Waste

Aluminum Dust/Sand Mix

Garnet Sludge

Sewage Sludge

ITEMIZED INVOICES MUST BE SUBMITTED SHOWING AMOUNT FOR EACH WASTE STREAM COLLECTED AND BILLED.

FOB: Destination

NET AMT

\$188,601.26 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	\$187,338.35	\$187,338.35 EST
OPTION	OPTION YEAR 2				

FFP

Description: Furnish all labor, tools, materials, equipment, transportation and supervision, except government-furnished front-load dumpsters, to manage and perform all operations for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot (TYAD), Tobyhanna, Pennsylvania. Performance shall be in accordance with the terms, conditions, specifications and standards in the performance work statement and the contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

SEE PERFORMANCE WORK STATEMENT

PRICE PER POUND IS IN ACCORDANCE WITH THE PRICING SCHEDULE LISTED BELOW. (PRICE IS PER BOX FOR INFECTIOUS WASTE IAW WITH PRICING SCHEDULE BELOW.)

THE UNIT COST IS BASED UPON ESTIMATED QUANTITIES FOR EACH WASTE STREAM. TOTAL AVAILABLE FUNDS MAY NOT BE FULLY USED OVER THE TERM OF THE CONTRACT

COLLECTION AND OFF POST DISPOSAL OF THE FOLLOWING WASTE STREAMS IS REQUIRED.

FRONT LOAD SERVICE

Municipal and Residual Solid Waste

Infectious Waste

ROLL OFF SERVICE

Bulky Items

Coatings/Paint Waste

Aluminum Dust/Sand Mix

Garnet Sludge

Sewage Sludge

ITEMIZED INVOICES MUST BE SUBMITTED SHOWING AMOUNT FOR EACH WASTE STREAM COLLECTED AND BILLED.

FOB: Destination

NET AMT

\$187,338.35 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION YEAR 3 FFP	1	Lot	\$209,196.20	\$209,196.20 EST

Description: Furnish all labor, tools, materials, equipment, transportation and supervision, except government-furnished front-load dumpsters, to manage and perform all operations for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot (TYAD), Tobyhanna, Pennsylvania. Performance shall be in accordance with the terms, conditions, specifications and standards in the performance work statement and the contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

SEE PERFORMANCE WORK STATEMENT

PRICE PER POUND IS IN ACCORDANCE WITH THE PRICING SCHEDULE LISTED BELOW. (PRICE IS PER BOX FOR INFECTIOUS WASTE IAW WITH PRICING SCHEDULE BELOW.)

THE UNIT COST IS BASED UPON ESTIMATED QUANTITIES FOR EACH WASTE STREAM. TOTAL AVAILABLE FUNDS MAY NOT BE FULLY USED OVER THE TERM OF THE CONTRACT

COLLECTION AND OFF POST DISPOSAL OF THE FOLLOWING WASTE STREAMS IS REQUIRED.

- FRONT LOAD SERVICE
- Municipal and Residual Solid Waste
- Infectious Waste
- ROLL OFF SERVICE
- Bulky Items
- Coatings/Paint Waste
- Aluminum Dust/Sand Mix
- Garnet Sludge
- Sewage Sludge

ITEMIZED INVOICES MUST BE SUBMITTED SHOWING AMOUNT FOR EACH WASTE STREAM COLLECTED AND BILLED.

FOB: Destination

NET AMT

\$209,196.20 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot	\$215,391.45	\$215,391.45 EST

OPTION

OPTION YEAR 4
FFP

Description: Furnish all labor, tools, materials, equipment, transportation and supervision, except government-furnished front-load dumpsters, to manage and perform all operations for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot (TYAD), Tobyhanna, Pennsylvania. Performance shall be in accordance with the terms, conditions, specifications and standards in the performance work statement and the contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

SEE PERFORMANCE WORK STATEMENT

PRICE PER POUND IS IN ACCORDANCE WITH THE PRICING SCHEDULE LISTED BELOW. (PRICE IS PER BOX FOR INFECTIOUS WASTE IAW WITH PRICING SCHEDULE BELOW.)

THE UNIT COST IS BASED UPON ESTIMATED QUANTITIES FOR EACH WASTE STREAM. TOTAL AVAILABLE FUNDS MAY NOT BE FULLY USED OVER THE TERM OF THE CONTRACT

COLLECTION AND OFF POST DISPOSAL OF THE FOLLOWING WASTE STREAMS IS REQUIRED.

FRONT LOAD SERVICE

Municipal and Residual Solid Waste
Infectious Waste

ROLL OFF SERVICE

Bulky Items
Coatings/Paint Waste
Aluminum Dust/Sand Mix
Garnet Sludge
Sewage Sludge

ITEMIZED INVOICES MUST BE SUBMITTED SHOWING AMOUNT FOR EACH WASTE STREAM COLLECTED AND BILLED.

FOB: Destination

NET AMT

\$215,391.45 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	SIX MONTH OPTION TO EXTEND SERVICES FFP	1	Lot		\$0.00 EST

Pursuant to FAR 217-8 as part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, option years one through four, and one-half of option year four. Offeror is required only to price the base and four options. Offeror shall not submit a price for the potential one-half year extension of services period.

Upon UNILATERAL exercise of FAR 52.217-8 this contract may be extended UP TO 6 months total.

FOB: Destination

NET AMT

\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CONTRACT MANPOWER REPORTING FFP	1	Lot		NSP

Contractor Manpower Reporting in accordance with the paragraph 13 of the Performance Work Statement.
This CLIN is applicable to all performance periods under the contract.
THIS CLIN IS NOT SEPARATELY PRICED. PRICING SHOULD NOT BE PROPOSED.

FOB: Destination

NET AMT

STATEMENT OF WORK

PERFORMANCE OF WORK STATEMENT

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 GENERAL.

1.1 Scope of Work (SOW). The contractor shall furnish all labor, tools, materials, equipment, transportation and supervision, except as specified hereinafter as government-furnished, to manage and perform all operations for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot (TYAD), Tobyhanna, Pennsylvania. Performance shall be according to the terms, conditions, specifications and standards contained herein and the contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required. The contractor shall be bound by any and all laws which bind TYAD.

1.2 No government personnel will be furnished to perform work determined to be the contractor's responsibility or to operate equipment or facilities provided under this contract. All fuel and lubricants shall be furnished by the contractor. The contractor has the sole responsibility for providing personnel and equipment necessary for the performance of this contract. The contractor has the sole responsibility for assuring all operators and other personnel employed by him are competent and qualified to perform the services required hereunder.

1.3 The contractor is responsible to follow all applicable Federal, State, and local regulations pertaining to waste disposal.

2.0 DEFINITIONS.

As used throughout this contract, the following terms are in addition to those specified in the contract clause "FEDERAL ACQUISITION REGULATION (FAR) 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS and will have the meaning set forth below.

2.1 Aluminum Dust/Sand Mix. Aluminum dust generated from grinding booths in the Sheet Metal Shop. The aluminum dust is wetted during the collection process and mixed with sand for disposal to prevent the waste from becoming flammable.

2.2 Bulky Items. Item in which the large size complicates the handling by normal solid waste collection, processing or disposal methods. The following examples are provided but not all-inclusive: Furniture, packaging materials, lumber, pipe or other material exceeding three feet in length and/or two feet by two feet square and/or two feet in diameter, concrete blocks and other such similar material or equipment of weighty or bulky nature such as construction and

demolition debris.

2.3 Coatings/Paint Waste. The refuse generated within the paint shops to include empty paint cans, paint booth filters, paint booth floor sweepings, paint shop floor sweepings, masking tape, masking paper, wiping rags and gloves.

2.4 Collection Station. The designated points where solid waste will be assembled for collection by the contractor (may be referred to as collection points, or collection sites.)

2.5 Contracting Officer (KO). An individual duly appointed with specific authority to enter into, administer and/or terminate contracts and make related determinations and findings on behalf of the U.S. Government.

2.6 Contracting Officer's Representative (COR). The individual designated by the KO to act as his/her representative to assist in managing the contract.

2.7 Garnet Sludge. A semi-dry slurry from an abrasive cutting material used in the TYAD Sheet Metal Shop. Garnet is a semi-precious stone, usually of a dark red color, which, when crushed, has an abrasive quality. The garnet sludge consists of garnet, fine metals (such as aluminum and steel) and small amount of water.

2.8 Plant Trash. Refuse generated from industrial activities such as warehousing and maintenance shops that is generally like municipal solid waste. This refuse may include styrofoam packing material, foam packing material, bubble wrap, plastic banding, small electrical switches or parts and wire scraps.

2.9 Government. The Government of the United States of America as represented by the Department of Defense (DoD), the Department of the Army (DA), U.S. Army Materiel Command (AMC), U.S. Army Communications-Electronics Life Cycle Management Command (CE LCMC), Tobyhanna Army Depot (TYAD) and the term used to refer to the officials designated to administer the contract and their designated representatives.

2.10 Government-Furnished Property (GFP). Property (facilities, equipment, supplies and materials) in possession of, or acquired directly by, the government and subsequently delivered or otherwise made available to the contractor.

2.11 Infectious Waste. Municipal waste which is or may be contaminated by a disease-producing microorganism or material, or may harm or threaten human health. The term includes the following wastes unless they are generated from individual residences: Wastes generated by hospitalized patients who are isolated in order to protect others from their severe and communicable disease, cultures, human waste blood and blood products, tissues, organs, body parts, blood and body fluids removed during surgery and autopsy, wastes in contact with pathogens, sharps and waste biological.

2.12 Municipal Solid Waste. An all-encompassing, general term meaning any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semi-solid

material resulting from operation of residential, commercial or institutional establishments.

2.13 Recyclable Material. Waste material which can be transformed into new products in such a manner that the original products may lose their identity.

2.14 Refuse. All trash, rubbish, papers and other similar waste material (municipal solid waste and residual waste). Not included under this contract are explosives, incendiary waste and hazardous waste material. As a general term in the solicitation means all items covered by the contract.

2.15 Refuse Collection. A system of transporting refuse, including non-accountable salvage, from collection stations to points of disposal.

2.16 Residual Waste. Garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or an air pollution control facility, if it is not hazardous.

2.17 Roll-Off Containers. Large capacity (approximately 10 to 40 cubic yards) open-top detachable containers for bulky item collection. Such containers can be dropped at heavy generation points or any area as necessary. Typically, these containers are left on-site until the container is full, it's then hauled to the disposal site, emptied and returned to the solid waste collection site.

2.18 Salable Materials. Miscellaneous plastics, crating materials, empty barrels, boxes, waste paper, cartons, kitchen waste and similar materials which are reclaimable or have sales value and are not subject to property accountability.

2.19 Sanitary Landfilling. An engineering method of disposing of solid wastes on land in a manner that minimizes environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume and applying and compacting cover material at the end of each operating day.

2.20 Solid Waste. Waste, including but not limited to, municipal, residual or hazardous waste, i.e. garbage, refuse, bulky items, wood, sludge's and other discarded solid materials resulting from industrial and commercial operations and from community activities.

2.21 Sewage Sludge. A non-hazardous mix of water and wastes from domestic and industrial sources that is generated from tertiary treatment of municipal sewage.

3.0 GOVERNMENT-FURNISHED ITEMS.

The Government is providing front load dumpsters on a non-rental basis to the contractor for their use in accordance with the terms and conditions of this contract and exclusively for the performance of this contract.

The following government equipment will be provided for use in the performance of the services set forth under the terms and conditions of this contract. The equipment will be available to the contractor on the first day of the contract, or earlier, if approved by the KO. NOTE: The containers listed below are "standard containers" and are compatible with most compactor vehicles with front-mounted lifting forks. Determination of compatibility with the contractor's vehicles is the contractor's responsibility.

<u>DESCRIPTION</u>	<u>QUANTITY</u>
Eight cubic yard front load dumpster	72
Three cubic yard front load dumpster	3

4.0 CONTRACTOR-FURNISHED ITEMS.

It is the responsibility of the contractor to furnish all parts, materials, supplies, tools, equipment and safety clothing necessary to meet the requirements of this contract, except for those items provided in paragraph 3.0.

4.1 Contractor's Collection Equipment.

4.1.1 All refuse collection vehicles shall be specifically designed for the purpose and must be compatible with the government containers on site. Vehicles shall be painted to present a neat appearance and have the contractor's name affixed on both sides of the vehicle.

4.1.2 All vehicles shall be in fully operable condition and meet all federal, state and local safety requirements, as applicable and 40 CFR 243. Vehicles shall be equipped with enclosed type bodies sufficiently tight to prevent spillage and must be maintained to prevent dripping or leaking of oil and hydraulic fluids. The contractor shall carry sufficient materials on vehicles that enter TYAD to contain and clean up any spilled petroleum products, oil, hydraulic fluid or other toxic material. Vehicles shall be operated in a safe manner in compliance with the federal, state and TYAD regulations.

4.1.3 The contractor shall notify the Fire Department and the COR immediately if any oil, hydraulic fluid or other toxic material is spilled onto the pavement or ground. Clean up of spilled materials from contractor's vehicles shall be at the contractor's expense. Contractor vehicles which become inoperative or break down shall be moved off-post within four hours. The contractor will be allowed to perform only minor repairs to vehicles on-post.

4.2 Damages Caused by the Contractor. The contractor shall be held accountable and liable to the government for any damages to government facilities, fixtures, furnishings, equipment or grounds caused by the contractor or his employee.

5.0 COLLECTION REQUIREMENTS.

5.1 Containers. All containers shall be emptied in accordance with paragraph 7.7, except as outlined in Special Collections described hereinafter. Definite routes shall be assigned each collection vehicle, and those vehicles will traverse those routes each day and empty all containers scheduled for disposal that day.

NOTE: The contractor must be able to adapt to TYADs ever changing workload. The COR will occasionally request that front-loading cans be moved from one location to another depending on request from shops for shifts in workloads, construction projects, special events, etc. The contractor will have 48 hours to meet the COR requests.

5.2 Schedule and Points of Collection. The contractor shall provide necessary services for refuse collection and disposal as described herein.

5.3 Route and Collection Schedules.

5.3.1 Upon award, the contractor will have seven days to establish vehicle routes and collection schedules and submit these routes and schedules to the COR for approval. Once the routes and collection schedules have been approved, the contractor shall be required to follow these approved routes and schedules unless otherwise directed by the COR. In the event that the contractor wants to change the approved vehicle routes and/or collection schedules, such changes must be approved in writing by the COR prior to any changes.

5.3.2 For daily refuse collection the contractor shall establish the routes so the vehicle operator reports initially to the guard station located at Squire Street and Hap Arnold Boulevard. The vehicle operator will then go to the weigh station adjacent to Bldg. 42 on First Street. Upon arrival at the weigh station the contractor will notify the COR so the initial vehicle weight can be recorded, the contractor will then begin the daily collection service. Once the contractor is done with that day's pickups they will then notify the COR and will report to the weigh station for a weight total.

5.3.3 The collection schedule shall be established so that operations will not start earlier than 5:00 AM but not later than 11:30 AM. The contractor must be done with all the necessary collections no later than 3:30 PM, Monday through Friday. Collection operations outside these hours will require prior approval of the COR. Where pickup is required twice a week, containers shall be picked up either Mondays and Thursdays or Tuesdays and Fridays. Where pickup is required three times a week, containers shall be picked up Mondays, Wednesdays and Fridays. Where collection is required once a week, containers shall be picked up on Tuesdays.

5.3.4 The frequency of collections will be as indicated on Tabulation of Solid Waste Collection Sites, paragraph 7.7.

5.3.5 The contractor shall execute the collection and disposal operations to result in minimum delay or divergence from the schedule.

5.4 Points of Collection. Points of collection are as indicated and numbered on the attached Solid Waste Collection Sites, paragraph 7.7.

NOTE: Points of collection may be changed from time to time as required by the needs of the government. The COR reserves the right to direct the contractor to relocate any or all waste collection points. Moreover, the government reserves the right to increase or decrease the amount of containers used at any time, and to increase or decrease the frequency of collection at a particular pickup point at no additional cost to the government. The contractor shall adjust service to meet any change as requested by the COR without additional expense to the government. The contractor shall meet any requests of the COR within 24 hours of notification.

5.4.1 Bulky Item Collection Requirements. The contractor shall furnish an adequate number of roll-off containers at the start of performance of this contract as requested by the COR for use in bulky item collections. Prior to the start of the contract, the COR will coordinate with the contractor on locations. Bulky items under this contract will consist of all items as listed under bulky items in section 7.7. These containers are usually open-top and approximately 10- 40 cubic yards in size. The size of the container is subject to change per the COR.

5.4.2 Coatings/Paint Waste Collections. Coatings/paint waste shall be collected by using contractor-furnished containers and contractor-owned collection trucks. A leak-proof 40 cubic yard roll-off must be provided for the collection of this waste or the contractor must place a liner in the container before use. The current location of the coatings/paint waste collection site is Bldg. 9.

5.4.3 Aluminum Dust/Sand Mix. Aluminum dust/sand mix shall be collected by using contractor-furnished containers and contractor-owned collection trucks. A leak-proof 10 cubic yard roll-off must be provided for the collection of this waste or the contractor must place a liner in the container before use. The current location of the aluminum dust/sand mix collection site is Bldg. 59.

5.4.4 Garnet Sludge. Garnet sludge collection shall be collected using contractor-furnished containers and contractor-owned collection trucks. A leak-proof 10 cubic yard roll-off for the collection of this waste must be provided for the collection of this waste or the contractor must place a liner in the container before use. The current location of the garnet sludge collection site is Bldg. 59.

5.4.5 Sewage Sludge. Sewage sludge collection shall be collected using contractor-furnished containers and contractor-owned collection trucks. A leak-proof 10 or 20 cubic yard roll-off for the collection of this waste must be provided for the collection of this waste or the contractor

must place a liner in the container before use. The current location of the sewage sludge collection site is Bldg. 241.

NOTE: The government reserves the right to add any additional collection requirements as dictated by laws and/or government need. The location and quantity of roll-offs needed is subject to change. The contractor will be notified by the COR prior to any necessary changes to ensure uninterrupted day-to-day operation of work.

NOTE: The contractor shall furnish and empty replacement roll-off container each time a filled container is removed from TYAD unless otherwise requested. The COR will notify the contractor when a container needs to be switched out. The contractor then has 24 hours to replace the filled container with an empty one.

5.5 Positioning of Containers. The contractor shall position all containers at collection stations to best aid the use in disposing of solid wastes. The contractor shall also position containers so as to minimize interference with adjacent parking areas, sidewalks, roadways, etc. The positioning of the containers must meet the approval of the COR. The government reserves the right to direct a change in the capacity requirements (number and/or size of containers) at any collection station, in accordance with FAR 52.212-4.

5.5.1 If the contractor should elect to increase the number of multiple containers for the purpose of efficiency of operation or to alter the system of operations as described herein, he may do so subject to the prior approval of the COR, by furnishing the additional equipment and vehicles at his own expense. The contractor shall not combine or relocate collection stations, revise or in any way modify route diagrams without prior approval of the COR.

5.5.2 The contractor shall return non-disposable containers to their proper station in an upright position with the lids securely in place and the doors closed.

5.5.3 The contractor shall not pick up any empty 55-gallon drums that may be placed in the vicinity of any of the collection sites. Such drums may or may not have contained hazardous materials. If the contractor sees a 55-gallon drum in any of the collection containers they are to notify the COR immediately.

5.6 Blocked Containers. Any container that needs to be emptied that is blocked by vehicles, equipment, snow, etc. shall be reported to the COR immediately. The COR will attempt to get the car, equipment, etc. moved. The contractor shall return to check the blocked container for pickup at least one more time that day.

5.7 Sanitation Requirements. All phases of refuse collection and disposal services shall be conducted in accordance with all applicable regulations and must meet the approval of the COR. The contractor shall provide to the COR a copy of a Safety Data Sheet (SDS) for any soap, detergent, spray or chemical used on TYAD prior to the item being brought onto TYAD. The contractor shall also ensure that a copy of the SDS will be present at the worksite for each soap, detergent or chemical being used on TYAD. All containers shall, at a minimum, be cleaned and sanitized inside and out according to the schedule found in paragraph 7.7, during the months of

April through October. The washing and cleaning of containers shall be performed at the pickup site or as approved by the COR. Residue resulting from this action shall be cleaned up immediately. Washing and cleaning shall be performed in a manner which will not contaminate the surrounding area or result in environmental pollution. The containers that handle a large volume of refuse may require more frequent cleaning, as directed by the COR.

5.8 Apparent Serviceable Material. The contractor shall not dispose of any material which has obvious value and appears to have been inadvertently placed near the collection point, unless such material is designated as refuse by the COR. (See paragraph 6.6.)

5.9 Resource Recovery. Resource recovery and recycling of refuse by the contractor, other than items covered elsewhere in this contract, is encouraged. (See paragraph 6.6 through 6.9) The government reserves the right to source recycle any items in the waste stream at any time throughout the contract period.

5.10 Infectious Waste. The contractor shall provide properly labeled containers and requisite disposable red bags on an as required basis. Upon award, the contractor must provide a pickup schedule within seven days. The contractor shall arrange a pickup schedule that leaves pickup gaps less than 29 days (minimum of 13 pickups per year) or within twenty-four (24) hours after notification by the COR. The contractor shall be responsible for the proper completion and disposition of waste manifest(s) in accordance with all applicable federal, state and municipal laws, codes and regulations including changes thereto. The contractor shall be responsible for obtaining all necessary licenses and permits and shall furnish copies of such to the KO as they become available. Removal, transportation and disposal of the waste shall be the responsibility of the contractor. The contractor shall dispose of the waste at a disposal facility which has all the valid and current licenses/permits required by federal, state or local agencies. The contractor must be able to provide validation of disposal upon the CORs request.

5.11 Regulations. The site of the contract work is on federal property and all rules and regulations issued by the Commander of TYAD covering topics such as, but not limited to, fire, safety, sanitation, admission to the installation and conduct of operations shall be observed by the contractor and his employees.

5.12 In order to provide safety controls for protection to the life and health of employees and other persons; for the prevention of damage to property, materials, supplies, and equipment; and to avoid work interruptions in the performance of this contract, the contractor shall conform to all rules and requirements prescribed in all applicable Occupational Safety and Health Administration (OSHA) regulations.

5.12.1 The contractor shall take all steps and precautions to prevent accidents and to preserve the life and health of contractor and government personnel performing or in any way associated with or resulting from the performance of this contract.

5.13 SAFETY PROVISION FOR SERVICE CONTRACTS PERFORMED AT TYAD.

Safety: Incidents or Accidents on the installation: Any incident or accident resulting in any (minor or major) damage or injury, whether or not it involves the contractor's policy or employees, or it involves government property or employees, shall immediately be reported to the COR. The contractor and any other persons involved shall remain at the site of the incident until the COR arrives to assess and to notify the proper authorities. Failure to report any incident or accident resulting in any damage or injury is not acceptable.

5.13.1 DoD, DA, OSHA and local TYAD rules and regulations shall govern contractors, sub-contractors, suppliers and their employees. Contractors and subcontractors shall comply with TYAD Safety Regulation 385 as applicable. The TYAD Safety Regulation 385 Safety Manual may be made available by contacting the TYAD Safety Division (570) 615-7027.

5.13.2 Contractors shall comply with Title 29 Code of Federal Regulations-1910 (OSHA General Industry Standards), Title 29 Code of Federal Regulations-1926 (Construction Industry Standards) and National Fire Protection Association Codes as applicable.

5.13.3 All contractor and subcontractor employees on site at TYAD shall be required to view a 15-minute Safety film upon TYAD entry and prior to performance of any on-site work. Contractors shall also comply with any and all Safety requirements as stated in the specific performance work statement or technical specifications applicable to the contract/order.

5.13.4 See Safety Standards for TYAD.

6.0 DISPOSAL.

The contractor shall comply with PA Act 101, PA Act 90, and the Monroe County Solid Waste Management Plan. The contractor shall be licensed as required by PA Act 90 and the Monroe County Solid Waste Management Ordinance and shall submit semi-annual and annual reports (on the proper forms) to the Monroe County Municipal Waste Management Authority.

6.1 The municipal solid waste and residual waste generated at TYAD shall be collected on the same front loading refuse truck and treated as both municipal solid waste and residual waste. The contractor shall dispose of all municipal solid waste and generic residual waste under this contract at a Pennsylvania Department of Environmental Protection (PADEP) approved and Monroe County Municipal Waste Management Authority authorized landfill.

6.2 Disposal of all solid waste collected under this contract shall be in strict accordance with federal, state, county and local regulations as applicable. The contractor shall obtain such permits, licenses or other authorization as may be required at no additional cost to the government. The disposal site (sanitary landfill) must have valid permits issued by the appropriate government agency for each type of waste being disposed.

6.3 All coatings/paint waste, aluminum dust/sand mix, garnet sludge, and sewage sludge shall be disposed of at a PADEP approved and Monroe County Municipal Waste Management Authority authorized landfill.

6.4 The contractor shall be solely responsible for using an approved disposal facility. In the event of revocation of the landfill permit or landfill enclosure, the contractor remains responsible for the removal and approved disposal of solid waste from TYAD without deviations from the provisions contained herein, unless prior written approval is granted by the KO. The contractor may identify a secondary disposal facility if so desired. However, the secondary disposal facility must be a Monroe County Municipal Waste Management Plan approved site. Also, the contractor must give adequate notice and also coordinate this with the COR so the proper forms can be filled out and approved with the landfill.

6.5 The contractor shall provide trucks or similar hauling equipment designed to prevent blowing, spilling and otherwise scattering refuse, solid waste, trash, garbage, etc., on government property, on and along roads, on streets and on any surrounding and adjacent areas en-route to the disposal site. All roll-offs that are taken off post are required to be covered before leaving TYAD.

NOTE: TYAD has cradle-to-grave responsibility for the disposal of all solid waste generated on-site. All residual waste must be disposed of at a PADEP approved landfill. Transfer facilities generally do not send solid waste received to the same facility each day. Therefore, TYAD will not approve a proposal to send municipal solid waste or residual waste to a transfer facility, even if the transfer facility is a Monroe County Municipal Waste Management Plan approved site.

6.6 Salvageable Materials. The contractor shall not salvage any material unless specifically designated and approved by the COR. If the contractor discovers a questionable item or material which they believe has a salvageable value or for which there is doubt as to whether the item(s) were intended for refuse pickup or disposal, the COR shall be notified immediately.

6.7 Hazardous Materials. The contractor shall not collect or dispose of any hazardous materials. If the contractor or his employees discover material, which they believe may be hazardous, the COR shall be notified immediately. In the event the COR is not available, the contractor shall notify the TYAD EMD, who will then contact the appropriate personnel to provide guidance.

6.8 Military Materials. The contractor shall not collect or dispose of any military equipment. Should a load include military equipment (e.g., army-green or desert-beige painted items), the contractor shall immediately notify the COR. Per the decision of the COR, either TYAD personnel shall immediately retrieve the item(s) from the contractor's facility, or the contractor shall return the material during their next trip to TYAD. In the event the COR is not available, the contractor shall notify the TYAD Security Office (phone number to be provided at time of award), who will then contact the appropriate personnel to provide guidance.

6.9 Retention of Discarded Items. Any type of refuse collected by the contractor under this contract may be retained by the contractor for disposition off-post if approved by the KO and provided the requirements of this contract are fulfilled. If any item(s) is requested to be returned, the contractor shall do so while the item(s) is in his possession. The government reserves the right to inspect the landfill site, recycling center or other sites that might contain the refuse collected at TYAD, and recover any material originating from TYAD. If the landfill or recycling

center is not owned and/or operated by the contractor, the contractor shall make provisions with the landfill or recycling center owner and/or operator for government inspection and recovery privileges.

7.0 Maintenance, Repairs, and Repainting of Refuse Containers.

The contractor shall administer a program for maintenance, painting, repair, protection and preservation of the Government-Furnished Property and shall be responsible for all maintenance and repair of the Government-Furnished property for use on this contract. The contractor is required to maintain acceptable appearances of the equipment by washing, cleaning and painting.

7.1 General. The government has 75 various-sized containers (See 3.0) available for the overall refuse collection operations. The contractor shall make any necessary repairs or repainting as requested by the COR. The repairs and maintenance requirements of this contract must be accomplished by the contractor without detriment to the refuse collection system being operated.

7.2 Upon award the contractor will have seven days to provide a pickup schedule and maintenance plan to the COR and must provide a new one within seven days of each option year exercised.

7.3 All repairs and painting must be done off-post unless otherwise approved by the COR.

7.4 Container Painting.

The COR will designate throughout the term of the contract containers requiring repainting. The contractor shall within two weeks after notification by the KO or his designated representative, commence the work specified in the paragraphs below. The work shall be completed within two months of notification by the KO to commence the work. The repainting of a container can coincide with the repairs and maintenance of the same container.

7.5 Unserviceable Government-Furnished Containers. While performing maintenance and repairs, the contractor shall identify and return unserviceable government containers to the COR.

7.5.1 Containers are determined to be considered unserviceable if the contractor proves that repairing the dumpster is more expensive than replacing the dumpster.

7.6 Return of Government-Furnished Property. At the end of the contract period, all items shall be returned to the government in the same general condition as noted in the inspection of the equipment at the initiation of the contract, with the exception of those items considered fair wear and tear by the COR. All discrepancies found on terminal inspection shall be corrected by the contractor prior to release from the requirements of the contract.

7.7 Tabulation of Solid Waste Collection Sites.

<u>Site#</u>	<u>Container Size (cu.yd.)</u>	<u>Type of Solid Waste</u>	<u>Frequency of Pickup</u>	<u>Cleaning Frequency</u>
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1	3	Plant Trash	1W	See Note #1
2	8	Plant Trash	3W	See Note #1
3	8	Plant Trash	3W	See Note #1
4	8	Plant Trash	3W	See Note #1
5	8	Plant Trash	D	See Note #1
6	8	Plant Trash	D	See Note #1
7	8	Plant Trash	1W	See Note #1
8	8	Plant Trash	3W	See Note #1
9	8	Plant Trash	3W	See Note #1
10	8	Plant Trash	3W	See Note #1
11	8	Plant Trash	3W	See Note #1
12	8	Plant Trash	3W	See Note #1
13	8	Plant Trash	3W	See Note #1
14	8	Plant Trash	3W	See Note #1
15	8	Plant Trash	3W	See Note #1
16	8	Plant Trash	D	See Note #1
17	8	Plant Trash	D	See Note #1
18	8	Municipal	D	See Note #1
19	8	Municipal	D	See Note #1
20	8	Plant Trash	D	See Note #1
21	8	Plant Trash	D	See Note #1
22	8	Plant Trash	D	See Note #1
23	8	Plant Trash	D	See Note #1

24	8	Plant Trash	D	See Note #1
25	8	Plant Trash	D	See Note #1
26	8	Plant Trash	3W	See Note #1
27	8	Plant Trash	D	See Note #1
28	8	Plant Trash	D	See Note #1
29	8	Plant Trash	D	See Note #1
30	8	Plant Trash	D	See Note #1
31	8	Plant Trash	D	See Note #1
32	8	Plant Trash	D	See Note #1
33	8	Plant Trash	D	See Note #1
34	8	Plant Trash	3W	See Note #1
35	40	Coatings/Paint	AR	NA
36	8	Plant Trash	3W	See Note #1
37	8	Plant Trash	3W	See Note #1
38	8	Sawdust	1W	NA
39	8	Plant Trash	3W	See Note #1
40	3	Saw Dust	2W	NA
41	8	Plant Trash	3W	See Note #1
42	8	Plant Trash	3W	See Note #1
43	8	Plant Trash	3W	See Note #1
44	20	Garnet Sludge	AR	NA
45	20	Alum. Dust	AR	NA
46	40	Bulky	AR	NA

47	8	Plant Trash	3W	See Note #1
48	40	Bulky	AR	NA
49	8	Plant Trash	3W	See Note #1
50	8	Plant Trash	3W	See Note #1
51	8	Plant Trash	3W	See Note #1
52	3	Plant Trash	3W	See Note #1
53	8	Plant Trash	3W	See Note #1
54	8	Plant Trash	3W	See Note #1
55	8	Municipal	D	See Note #1
56	8	Plant Trash	D	See Note #1
57	NA	Infectious Waste	AR	NA
58	8	Plant Trash	3W	See Note #1
59	8	Plant Trash	3W	See Note #1
60	8	Plant Trash	3W	See Note #1
61	8	Plant Trash	3W	See Note #1
62	8	Plant Trash	3W	See Note #1
63	8	Plant Trash	3W	See Note #1
64	8	Plant Trash	3W	See Note #1
65	8	Plant Trash	3W	See Note #1
66	40	Bulky Items	AR	NA
67	8	Plant Trash	3W	See Note #1
68	20	Sewage Sludge	AR	NA
69	8	Municipal	1W	See Note #1

70	8	Municipal	3W	See Note #1
71	8	Municipal	3W	See Note #1
72	8	Municipal	3W	See Note #1
73	8	Municipal	3W	See Note #1
74	8	Municipal	3W	See Note #1
75	8	Municipal	3W	See Note #1
76	8	Municipal	3W	See Note #1
77	8	Municipal	3W	See Note #1
78	8	Municipal	3W	See Note #1
79	8	Municipal	3W	See Note #1
80	8	Municipal	3W	See Note #1
81	8	Municipal	3W	See Note #1
82	8	Municipal	3W	See Note #1
83	8	Plant Trash	3W	See Note #1
84	20	Bulky	AR	NA

NOTE:

Refuse containers are to be cleaned a minimum of once a year or as directed by the COR.

ABBREVIATIONS:

W - Weekly

D - Daily

NA - Not Applicable

AR - As Requested

2W - Twice Weekly (either Mondays and Thursdays or Tuesdays and Fridays)

3W - Three Times Weekly (Mondays, Wednesdays, and Fridays)

7.8 Inclement Weather Schedule. The contractor shall collect refuse during periods of inclement weather unless otherwise approved by the COR in the case of extreme weather conditions. The COR will approve the delay in collection during periods of extreme weather conditions on a day-by-day basis. When exceptions are granted, the contractor shall accomplish all collections for each day missed in order to "make up" all missed collections as directed by the COR.

7.9 Holidays. If the daily collection schedule falls on a legal holiday, the contractor shall plan additional pickup time for the next work day. Upon award, the contractor shall notify the COR of their holiday schedule if it differs from the government's schedule. Any holiday rescheduling shall be at no additional cost to the government and under no circumstances will the collection interval exceed the three-day requirement. Refuse collection will not be made on the following holidays due to TYAD being closed:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Refuse collection will not be made on the following TYAD Hard Closure days for Fiscal Year 2017. Scheduled hard closure days for the fiscal years after 2017 will be release at the beginning of each fiscal year:

May 26, 2017
 July 3, 2017
 September 1, 2017
 November 24, 2017
 December 29, 2017

7.10 Base Closures: Should TYAD be in a base closure status for any reason, the COR will contact the Contractor with access restrictions and directions. The Government reserves the right to revise all collection schedules resulting from a base closure at no additional cost to the Government.

8.0 CONTRACTOR QUALITY CONTROL.

8.1 The contractor shall provide and maintain an effective Quality Control Program to ensure that all specified contract requirements are met. The contractor has full responsibility for compliance with all provisions of the contract. The burden of proof of contract compliance is placed on the contractor and not assumed by the government. The contractor's quality control may not be accepted without question and the government reserves the right to inspect or verify

at any time.

8.2 Until the approval of the Quality Control Plan by the government, the contractor shall utilize the best industry methods, standards and procedures, for the type of services described herein, to assure compliance with all terms and conditions of the contract. Failure to submit a satisfactory Quality Control Plan may be cause for termination of this contract for Default (Reference, FAR 52.212-4).

8.3 Quality Assurance (QA). The government will monitor the contractor's performance under this contract using a Quality Assurance Surveillance Plan (QASP).

9.0 INSPECTION AND ACCEPTANCE.

The government will inspect the contractor's performance under the contract in accordance with the terms of the contract clauses and the standards and procedures specified in the QASP. Final inspection and acceptance will be performed at the site of performance at Tobyhanna Army Depot by the COR. The KO will conduct such inspection and surveillance of the contractor's performance under the contract as he determines appropriate and necessary. The government will monitor the contractor's performance by physical inspection, review of reports/documentation and customer complaints.

10.0 PAYMENT FOR ACCEPTED SERVICE.

The contractor shall be required to comply with DFARS clauses for payment under 252.232-7006 Wide Area Workflow Payment Instructions, 252.232-7003 Electronic submission of Payment Requests and Receiving Reports and TYAD Local Clause 5152.232-4000 Note to the Paying Office (JAN 2012). The contractor will be paid on a monthly basis for the quantities accepted by the government for each cited CLIN. Each invoice shall be itemized and clearly identify the waste streams and cost per pound. All payments will be made electronically within Net 30 Days of acceptance of invoice in WAWF by the COR.

10.1 Submittals: The contractor shall provide the following submittals to the COR via the Wide Area Work Flow (WAWF) electronic invoicing system: monthly invoice for services performed under this contract. By the 4th of each month, the contractor shall confirm with the COR the total amount to be paid by TYAD for the previous month's services. By the 7th of each month, the contractor shall submit in WAWF one invoice with the total owed for all services performed during the previous month.

10.2 Payment: The offeror will be required to comply with DFARS and TYAD local clauses for payment under 252.232-7006 Wide Area Workflow Payment Instructions, 252.232-7003 Electronic submission of Payment Requests and Receiving Reports and TYAD Local Clause 5152.232-4000 Note to the Paying Office (JAN 2012). All payments will be made electronically within 30 days of acceptance of invoice in WAWF by the COR.

11.0 ACCESS TO RECORDS, DATA AND FACILITIES.

The contractor shall permit the KO or his authorized representatives to have access at any reasonable time to all records, data and facilities used in contract performance.

12.0 Estimated quantities

ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.

<u>Waste Stream</u>	<u>ESTIMATED POUNDS BASE YEAR</u>	<u>ESIMATED POUNDS OPTION YEAR 1</u>	<u>ESTIMATED POUNDS OPTION YEAR 2</u>	<u>ESTIMATED POUNDS OPTION YEAR 3</u>	<u>ESTIMATED POUNDS OPTION YEAR 4</u>
FRONT LOAD SERVICE					
Municipal and Residual Solid Waste	1,615,270	1,566,812	1,555,270	1,545,800	1,615,270
****Infectious Waste (PER BOX)	12 BOXES	12 BOXES	13 BOXES	14 BOXES	15 BOXES
ROLL OFF SERVICE					
Bulky Items	287,635	279,305	277,500	274,120	267,615
Coatings/Paint Waste	68,410	66,220	63,775	63,000	62,705
Aluminum Dust/Sand Mix	24,400	24,400	24,400	24,400	24,400
Garnet Sludge	74,200	74,200	74,200	74,200	74,200
Sewage Sludge	290,700	285,300	280,100	280,100	280,100

13.0 Contract Manpower Reporting: "The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the collection and off-post disposal of solid waste generated at Tobyhanna Army Depot** via a secure data collection site. The contractor is required to fill in all required data fields completely using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), this runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".

SECURITY REQUIREMENTS

All security training certificates shall be provided to the COR and Contracting Officer.

Antiterrorism (AT) Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date and within 30 days of report date for any additional or new contractor employees, who start after that period. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://jkodirect.jten.mil> for CAC holders. Non-CAC holders may go to <http://jko.jten.mil/courses/at1/launch.html> for their training. Upon request, the contractor will be provided one copy of the AT level I training slides for use with employees who may not have computer access. TYAD will not be responsible for printing copies of slides for training purposes. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record, or contractor equivalent. As applicable, contractor employees must complete annual AT awareness training as it pertains the length of the contract.

iWATCH Army Training. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH Army Program. This will consist of utilizing the tools and media products on the informational iWATCH Army website to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. The iWATCH training is available at the following website: <https://myarmyonesource.com> select Family Programs and Services, in the drop down boxes select: Go To, iWATCH Army –“See Something, Say Something”. Additional guidance and support can be provided by the TYAD Antiterrorism Officer (ATO) at the contractor’s request. This training shall be completed within 30 calendar days after contract start date and within 30 days of report date for any additional or new contractor employees, who start after that period. The contractor shall notify the COR within 10 calendar days of the completed training for any new employees or subcontractor personnel to assure the ELTY form 583 or contractor equivalent is properly documented. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record or contractor equivalent.

Operations Security (OPSEC) Training. Per AR 530-1, Operations Security, contractor employees must complete Level I OPSEC training within 30 calendar days after contract start date and within 30 days of report date for any additional or new contractor employees, who start after that period. All contractor employees must also complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR within 10 calendar days after completion of training by all employees and subcontractor personnel. The contractor will be provided a copy of the OPSEC training slides for use with employees who may not have computer access. TYAD will not be responsible for printing copies of slides for training purposes. TYAD reserves the right to provide instructor led training and will so advise the contractor within one week of the start of performance or at the time of annual training, if that will be the training approach to be utilized. Completion of contractor employee training will be documented on ELTY form 583, TYAD On-Post Training Record or contractor equivalent.

Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by TYAD Security Branch. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by the government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

All persons seeking entrance to TYAD shall submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in-processing by TYAD security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied. The TYAD point of contact (POC) will provide ELTY Form 648-C, Request Access to Tobyhanna Army Depot, to the contractor/vendor at least ten days prior to the expected visit date for completion. The contractor/vendor shall return the completed ELTY Form 648-C to the TYAD POC in a timely manner so the same may be submitted to Security for processing no later than seven days prior to the visit. All of the required fields on the form shall be complete and accurate by the contractor/vendor for timely processing. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening.

Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on-site who fail screening will not be permitted further access to TYAD.

End Performance Work Statement

SAFETY STANDARDS FOR TYAD

CONTRACTOR SAFETY STANDARDS FOR TYAD

9 January 2015

Below are the contractor requirements for any work done on Tobyhanna Army Depot (TYAD). It is the responsibility of the contractor to enforce the below requirements. Failure to enforce safety requirements on the depot can result in termination of the contract.

Important phone numbers

Emergency: 911 (or from a cell phone: 570-615-7117)
Security: 570-615-7550
Fire Department: 570-615-7300
Safety: 570 615 7027

S.10.0 SAFETY REQUIREMENTS:

Contractors shall comply with:

Title 29 Code of Federal Regulations-1910 (OSHA General Industry Standards),
Title 29 Code of Federal Regulations-1926 (Construction Industry Standards),
National Fire Protection Association Codes,
Uniform Facilities Code,
other codes as required to maintain safety standards.
All Safety requirements as stated in the statement of work.

S 10.1 OSHA VOLUNTARY PROTECTION PROGRAM STAR SITE – Tobyhanna Army Depot is an Occupational Safety and Health Administration (OSHA) Voluntary Protection Program (VPP) site. Tobyhanna Army Depot requires full contractor compliance with all safety regulations and standards. The Contractor is responsible for maintaining, monitoring and enforcing all rules, regulations and codes.

S.10.2 JOB HAZARD ANALYSIS (JHA) – Prior to the start of work, the contractor shall prepare a JHA for each phase of work that will be done under the contract. A

phase is any operations involving a certain type of work. Some examples would be demolition, excavation, masonry work, concrete pouring, roofing, and electrical wiring. Work done by each subcontractor is also a phase. The JHA will:

1. List the activity being performed and identify the sequence of work steps,
2. List the hazards associated with each step, and the procedures and training required to eliminate or reduce the risk to an acceptable level.

NOTE: Review of the JHAs does not constitute approval of the adequacy of the safety measures identified for the job or compliance with OSHA rules and regulations.

S.10.3 SAFETY PLAN - Contractors with ten (10) or more onsite employees will submit a written Contractor Safety Plan prior to beginning construction. The Safety Plan is the formal plan on how the contractor intends to have zero accidents. The safety plan typically includes:

1. Statement of safety and health policy.
2. Administrative responsibilities for implementing the safety plan, including identification of personnel responsible for safety and accident prevention.
3. A means for coordinating and controlling work activities of contractors, subcontractors, and suppliers.
4. Initial safety indoctrination and follow up safety training.
5. Provisions for frequent safety inspections of work sites to ensure compliance with the Plan.
6. Records showing the inspections and deficiencies and the means, timetable, and individual responsible for their correction.
7. Who is responsible for investigating and reporting accidents, reporting occupational health exposure and maintaining accident and exposure data.
8. Emergency response capability to minimize the consequences of accidents.
9. Contingency plans for severe weather such as windstorms, lightning, tornados, etc.
10. Plans for maintaining job site cleanup and safe access.
11. Public safety requirements such as signs and barricades.
12. Prevention of alcohol and drug abuse on the job.
13. Details of hazard communication program.
14. Provisions for updating the plan.
15. The plan should also address any unusual aspects of the project:
17. Contractor shall erect a board on site for the purpose of posting all permits, Safety data sheets, wage determinations, safety plans etc. An updated copy of the Safety Plan will be available on the job site at all times. It is the contractor's responsibility to ensure that adequate safety measures are instituted to comply with OSHA requirements and prevent accidents.

S.10.4 FALL PROTECTION – Personnel performing any work on elevated surfaces, six (6) feet or more above a lower level, shall comply with 29CFR 1926.500 through 1926.503. There are no certified anchorage points or permanent guardrail systems on any Tobyhanna Army Depot roof.

S.10.5 ELECTRICAL SAFETY – Follow the current Tobyhanna Army Depot standard referenced in Appendix G in the SOW. This standard is based on NFPA 70E.

S.10.6 DEPOT REQUIRED PERMITS/APPROVALS:

Permits are required for:

1. Excavation: Contractors must utilize the PA 1 Call system and coordinate with contracting officer representative (COR) for excavations prior to any groundbreaking including digging, drilling and stake driving. See appendix L for permitting details.
2. Trenching: Contractors must obtain approval from the Safety Branch before any trenching deeper than 5 feet. The contractor must have a trenching plan and the appropriate safety equipment. The contractor is to request approval from the Safety Branch by e-mail through the contracting officer representative.
3. Burning/fire: permits must be obtained daily from the Fire Department.
4. Confined space: contractors must follow all OSHA requirements. The contractor must request access from TYAD Safety Branch before entering any confined space area. The contractor is to request approval from the Safety Branch by e-mail through the contracting officer representative.
5. Use of cranes on the depot: Before a crane is used on the depot, the contractor must request approval from the Safety Branch. The contractor must have a lift plan that includes a review of the crane and how it is handled, and must include all calculations for load capacity. The contractor is to request approval from the Safety Branch by e-mail through the contracting officer representative.

S.10.7 LOCKOUT/TAGOUT PROCEDURE: - The Contractor shall perform this work in accordance with 29 CFR 1910.147, The Control of Hazardous Energy.

Sequence of Lockout/Tagout Procedure:

Locate and identify all isolating devices. More than one energy source (electrical, steam, etc) may be involved.

Notify the COR that a lockout/tagout system is going to be used.

Shut down the equipment normally.

Operate energy isolating device (switch, valve, etc) to isolate the equipment from the energy source. Using safe management practices, ensure any energy that may be stored in the equipment is dissipated. Attempt to start the equipment using the normal technique. If the equipment does start, determine where the energy is coming from and why the isolating device did not work. After the equipment is truly isolated, make certain all starting devices are in the "off" position. If more than one person will be working on the equipment they should each have their own lock.

After work is complete, ensure all personnel are safely out of the way, all tools are removed, all safety guards are in place, and the equipment is safe to operate. Each

individual who worked on the equipment should remove their own lock. If that person is not available, he or she should be contacted to ensure their work is safe.

Remove the energy isolating device and restore the equipment to service.

The equipment is now energized again.

S.10.8 PROTECTION TO THE DRINKING WATER SYSTEM: - The contractor will not perform any work on the depot potable water system until prior approval is obtained from EMD and the D/EL certified operator through the DPW COR.

S.10.9 PROTECTION OF PERSONNEL: - At no time is any depot employee to be put at risk to illness or injury. No construction actions are exempt from this requirement.

1. Where pedestrian and driver safety is endangered, use appropriate traffic barricades. Anchor barricades to prevent displacement by wind. Notify the COR prior to beginning such work.
2. Where demolition is required, continuously evaluate the condition of the structure being demolished and take action to protect personnel working around the project site. No structural element will be left standing without sufficient support to prevent collapse.
3. Personal Protective Equipment for visitors: three complete sets of personal protective equipment shall be available to visitors for entry to the regulated area. Visitors shall be provided with training equivalent to that provided to Contractor employees in the use of personal protective equipment and the site safety and health requirements.

S.10.10 FIRE AND EMERGENCY SERVICES: - Hot work permits to be issued by the fire department between the hours of 0800 and 1600.

1. Contractors required must have to an appropriate number and correct type of fire extinguishers.
2. A fire watch must be set during the hot work and for 30 minutes after operation.
3. The fire department will be notified when flammable or hazardous materials are used.
4. Use of a plasma torch will require special approval by the fire department.
5. Any fire, even one that is extinguished must be reported to the fire department.
6. Ambulance services provided at a cost to contractors and the fire department will transport to the nearest hospital. Advanced life support, helicopter transport, etc. is all at the contractor's expense.
7. The fire department will respond to the fire, ambulance, hazmat and confined space incidents.

S.10.11 IF AN INCIDENT HAPPENS: -

1. Any serious injury or medical emergency:
 - a. Dial 911 and give accurate location and nature of emergency. Make sure to tell the operator that you are calling from Tobyhanna Army Depot.
 - b. Send someone to the nearest exit to assist responders.
 - c. Treat victims to the best of your ability.

- d. Call the work order desk at 570-615-7805 if there is any blood or body fluids that must be cleaned up.
2. In the event of the smell of natural gas:
 - a. Call the fire company at 570-615-7117 or dial 911.
 - b. Have all personnel evacuate the area, if the smell is significant.
 - c. Assist the fire company to determine the leak as appropriate.
3. In the case of a fire:
 - a. If the fire is small, use a fire extinguisher.
 - b. Otherwise, dial 911 and pull the fire alarm.
 - c. Evacuate the building.

THE CONTRACTOR IS RESPONSIBLE FOR JOB-SITE SAFETY.

IN ANY CONFLICT BETWEEN STANDARDS, THE STRICTER OF THE TWO SHALL APPLY. IF UNSURE CONTACT TYAD SAFETY BRANCH at 570-615-7027

AWARD INFORMATION

AWARD INFORMATION

The following constitutes award on solicitation number: W25G1V-16-R-0034

- A. This award document W25G1V-16-C-0005.
- B. Waste Management of Pennsylvania, Inc. Doing Business As (DBA) Apex Waste Services, Inc's. response to solicitation W25G1V-16-R-0034 and Technical Proposal dated 8 Sept 2016, Inclusive of Representations and Certifications submitted which, though not physically attached to this document, are part of the award.
- C. Clarification email response dated 15 Sept, 2016
- D. Department of Labor Wage Determination No. 05-2454, Revision#18, Dated 12/29/2015
- E. Waste Management Inc. Small Business Subcontracting Plan dated, January 1, 2016 – December 31, 2016 is hereby incorporated by reference Into this contract.

All requirements shall be provided and performed as specified in the Performance Work Statement.

THE UNIT COSTS IN THIS CONTRACT ARE BASED UPON ESTIMATED QUANTITIES FOR EACH WASTE STREAM. TOTAL AVAILABLE FUNDS MAY NOT BE FULLY USED OVER THE TERM OF THE CONTRACT

All invoices must be itemized showing each waste stream being billed.

PRICE SCHEDULE

<u>Waste Stream</u>	<u>COST PER</u>	<u>TOTAL</u>	<u>COST PER</u>	<u>TOTAL</u>	<u>COST PER</u>	<u>TOTAL</u>	<u>COST PER</u>	<u>COST PER</u>	<u>COST PER</u>	
	<u>POUND</u>	<u>ESTIMATED</u>	<u>POUND</u>	<u>ESTIMATE</u>	<u>POUND</u>	<u>ESTIMATE</u>	<u>POUND</u>	<u>POUND</u>	<u>POUND</u>	
	<u>BASE</u>	<u>BASE YEAR</u>	<u>OPTION</u>	<u>OPTION</u>	<u>OPTION</u>	<u>OPTION</u>	<u>OPTION</u>	<u>OPTION</u>	<u>OPTION</u>	
	<u>YEAR</u>		<u>YEAR 1</u>		<u>YEAR 2</u>		<u>YEAR 3</u>		<u>YEAR 4</u>	
FRONT LOAD SERVICE										
Municipal and Residual Solid Waste	\$0.08	\$129,221.60	\$0.08	\$125,344.96	\$0.08	\$124,421.60	\$0.09	\$139,122.00	\$0.09	\$145,374.30
****Infectious Waste (PRICED PER BOX)	\$235.00	\$2,820.00	\$243.00	\$2,916.00	\$253.00	\$3,289.00	\$264.00	\$3,696.00	\$276.00	\$4,140.00
ROLL OFF SERVICE										
Bulky Items	\$0.10	\$28,763.50	\$0.10	\$27,930.50	\$0.10	\$27,750.00	\$0.11	\$30,153.20	\$0.11	\$29,437.65
Coatings/Paint Waste	\$0.09	\$6,156.90	\$0.09	\$5,959.80	\$0.09	\$5,739.75	\$0.10	\$6,300.00	\$0.10	\$6,270.50
Aluminum Dust/Sand Mix	\$0.20	\$4,880.00	\$0.20	\$4,880.00	\$0.20	\$4,880.00	\$0.21	\$5,124.00	\$0.22	\$5,368.00
Garnet Sludge	\$0.06	\$4,452.00	\$0.06	\$4,452.00	\$0.06	\$4,452.00	\$0.07	\$5,194.00	\$0.07	\$5,194.00
Sewage Sludge	\$0.06	\$17,442.00	\$0.06	\$17,118.00	\$0.06	\$16,806.00	\$0.07	\$19,607.00	\$0.07	\$19,607.00
TOTALS		\$193,736.00		\$188,601.26		\$187,338.35		\$209,196.20		\$215,391.45

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	SEE BELOW FOR SEPARATE SHIPPING INSTRUCT XXX XXX PA 00000 FOB: Destination	W25G1V
0002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0004	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0005	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25G1V
0006	N/A	N/A	N/A	N/A
0007	POP 01-OCT-2016 TO 30-SEP-2017	N/A	SEE BELOW FOR SEPARATE SHIPPING INSTRUCT XXX XXX PA 00000 FOB: Destination	W25G1V

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930AAPS 627564ZGD079G0000252G441000W25G1V6147066S00153DS36237
 AMOUNT: \$193,736.00
 CIN W25G1V6147066S0001: \$193,736.00

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (Deviation 2013-O0014) - Alternate II	OCT 2015
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995

52.242-15	Stop-Work Order	AUG 1989
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts)--Basic (Deviation 2013-O0014)	OCT 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

(a) Definitions. As used in this clause--

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are--
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from--
 - (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - (iii) Services provided in exchange for honorariums or travel expense reimbursements;
 - (iv) Research funding or other forms of research support;
 - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the

Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

- (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--
- (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall--
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--
- (1) That exceed \$150,000; and
 - (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the

simplified acquisition threshold.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

- (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)

X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different

employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before

completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However,

if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

99730 REFUSE COLLECTOR	WG-2/2 \$16.25
31364 TRUCK DRIVER, TRACTOR TRAILER	WG-8/2 \$21.05

SEE ATTACHMENT 1 FOR APPLICABLE DEPARTMENT OF LABOR WAGE DETERMINATION NO. 05-2454, REVISION #18, DATED 12/29/2015

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause--

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

75 each Refuse Dumpsters

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to

establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify

compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1 Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Tobyhanna Army Depot

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	W25G1V
Issue By DoDAAC	W25G1V
Admin DoDAAC	W25G1V
Inspect By DoDAAC	_____
Ship To Code	W25G1V
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	W25G1V
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Joseph.a.mazza.civ@mail.mil
Maureen.Myrthel.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

David.K.Kern2.civ@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

DEPOT REGULATIONS - CONTRACTING OFFICER'S NOTICE (JAN 2012) ACC-APG TYD 5152.204-4005

While within the confines of Tobyhanna Army Depot, Contractor employees will adhere to and be governed by all rules, regulations, policies, procedures and directives issued by the Commanding Officer, Tobyhanna Army Depot, and said employees will be required to conduct themselves in the same manner required of Government employees.

(End of Provision)

STANDARD SPECIFICATIONS FOR PROJECTS UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) IN ACCORDANCE WITH 32 CFR 651 PROPONENT ELTY-RKE (MAR 2013) ACC-APG TYD 5152.223-4001

RK-E-G-45
5 March 2013

Standard Specifications for Projects Under the National Environmental Policy Act in Accordance with 32 CFR 651 Proponent ELTY-RKE

****Spill Response Procedures 1-2-3****

1. Stop work
2. Call 911
3. Evacuate Area

*****Damaged Asbestos?*****

Call Environmental Management Division
(EMD) at 615-7098

*****Environmental Questions?*****

Call EMD 615-7098

1. Air Pollution Control

The contractor must control fugitive emissions, including dust, during the course of their contract. The contractor must obtain approval from the Environmental Management Division (EMD) prior to exhausting equipment to the outside. The contractor must not allow any

pollutant or particulate matter to be released to the atmosphere at levels that are visible from outside of Tobyhanna Army Depot (TYAD). The contractor must not perform work that will release pollutants or particulate matter to the atmosphere when the wind speed exceeds ten miles per hour and will result in adverse effects to the surrounding areas. TYAD will monitor the wind speed; it is the contractor's responsibility to obtain wind speed information through the Contracting Officer Representative (COR).

2. Asbestos

The contractor must ensure that all materials used in the performance of this contract are asbestos-free.

Unless specified in the contract, the contractor must not disturb any existing Asbestos-Containing Material (ACM) in the performance of this contract. If ACM, or suspect ACM might be disturbed in performance of this contract, the contractor must avoid coming in contact with the material and immediately notify the COR and the Contract Administrator in writing. The COR must coordinate with EMD to have the material tested to determine if there is ACM. If the material is determined to be ACM and the contractor cannot avoid disturbing the material, the COR will notify the Contracting Officer. The Contracting Officer will direct a change pursuant to the contract clauses entitled "Changes" and "Differing Site Conditions." If ACM, or suspect ACM has been disturbed, the contractor must immediately notify the COR and call the EMD. The contractor will shut down and not move any equipment or supplies near the damaged ACM. The contractor will evacuate all non-contaminated contractor personnel from the immediate vicinity. Any contractor personnel thought to be contaminated with asbestos must remain in the area until the EMD responds. If the damaged material is determined to be ACM and there is potential for further damage, the Contracting Officer will direct a change pursuant to the clauses of the contract clauses entitled "Changes" and "Differing Site Conditions."

Asbestos abatement required under the contract as originally awarded must be in accordance with United Facilities Guide Specification 02 83 14 00 10 and as otherwise required in the contract. Asbestos abatement not required under the contract as originally awarded, can be incorporated into the existing contract via contract modification, or by the Government taking responsibility for the asbestos abatement. The method of acquiring the abatement is at the discretion of the Government. The contractor must have an asbestos abatement work plan that has been approved by EMD prior to beginning any asbestos abatement work.

3. Backflow

The contractor shall have a backflow prevention device installed on all contractor equipment that is connected to Tobyhanna Army Depot's (TYAD) water distribution system. The contractor shall have a water meter installed to monitor water consumption during all phases of the contract. Water use will be reported monthly to the Environmental Management Division.

4. Burning

The contractor must not burn refuse and debris anywhere on TYAD.

5. Buy Recycled-Content Materials

The Contractor must comply with [Resource Conservation and Recovery Act \(RCRA\) Section](#)

[6002](#) ([42 U.S.C. 6962](#), Federal Procurement) in the acquisition of materials with recycled content to meet the standards of [Executive Order 13423](#), Strengthening Federal Environmental, Energy, and Transportation Management; January 26, 2007. Specific designated items in this contract for which recycled content standards have been established have been set forth in the specification (e.g., insulation, roofing materials, carpet, carpet pad, paint, floor tiles, shower and restroom dividers). Recovered Material Certification: As required by the RCRA, the contractor must certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications (see [Federal Acquisition Regulation](#) (FAR) Provision 52.223-4, Recovered Material Certification). Prior to application for final payment, the contractor must provide a report in accordance with FAR Clause 52.223-9, Estimate of Percentage of Recovered Material Content for Environmental Protection Agency (EPA) Designated Items, to the Contracting Office. Compliance with this program does not relieve the contractor from meeting all other specification requirements.

6. Cultural Resources

The contractor must not adversely affect any property listed on the National Register of Historic Places (NRHP) or properties eligible for inclusion on the NRHP without consultation and approval from the EMD through the COR. If there is a discovery of any historic properties, including archeological sites and graveyards, work will cease immediately until requirements of National Historic Preservation Act, as amended, have been met. All archaeological artifacts found at TYAD or TYAD-controlled properties are U. S. Government property until a determination is made otherwise.

7. Demolition Notification

If a project involves the demolition of any load-bearing structural members, whether or not asbestos is present, 25 days prior to the demolition, the Commonwealth of Pennsylvania Asbestos Abatement and Demolition/Renovation Notification Form 2700-FM-AQ0021 must be submitted to EMD as specified in the Unified Facilities Guide Specification 02 83 14 00 10. The contractor may obtain a copy of the form EMD.

8. Drinking Water

The contractor must not perform any work on the TYAD potable water system prior to obtaining approval from the EMD and the Directorate of Public Works certified operator through the COR. If a permit is required due to construction or proposed chemical feed changes, it will be the responsibility of the contractor to obtain all permits associated with the project. Permit applications will first be reviewed and approved by the Environmental Management Division before being submitted to regulatory authorities. Any piping or additions added to the TYAD water system must be disinfected following American Water Works Association circular C651-05 "Disinfecting Water Mains." Construction will be kept outside of drinking water wellhead protection zones when feasible. All new buildings and remodeled buildings will be equipped with a water meter that can easily be read from the exterior of the building.

9. Endangered Species

The contractor is responsible for meeting requirements of the Endangered Species Act of 1973. The contractor must not disturb any endangered species, their habitat or offspring during the implementation of this contract.

10. Emergency/Spills

All emergencies and spills must be reported to the TYAD Fire Department by calling 911 from a TYAD phone or (570) 615-7300. If a 911 call is placed on a cell phone, the call will go to the Monroe County Emergency Office. Notify the Monroe County Emergency Office that you are at TYAD and the call will be forwarded to TYADs Fire Department. The contractor must ensure all personnel working on site are trained in the proper procedure according to [29 CFR 1910.120](#) (if applicable) to initiate a spill response to handle the hazardous substances they are working with. The contractor will take the necessary actions to prevent and contain spills of hazardous materials.

11. Energy Efficiency

[The Energy Policy Act of 2005](#) section 109 and the Energy Independence and Security Act of 2007 require all new construction at federal facilities to be 30% better than ASHRAE 90.1. Energy Policy Act of 2005 section 104 and the [Energy Independence and Security Act of 2007](#) require all new equipment to be Energy Star qualified when available. This is applicable to heating, ventilation and air conditioning equipment, plumbing, building materials, lighting, commercial food service equipment and appliances.

12. Environmental Automation and Control Systems

The contractor will not alter, modify, remove or tamper with any environmental automation or control system unless previous arrangement have been made with EMD. This includes sensors, programmable logic controllers, equipment housing, power supplies, meters or other hardware/sensor technology.

13. Erosion and Sedimentation Control

The contractor shall protect streams, lakes and wetlands from sediment discharges caused by the contractor's activities. The contractor shall also provide (where applicable) an erosion and sedimentation control plan in compliance with state and local laws and regulations, to the COR for approval prior to executing any soil-disturbing activities. The contractor must submit a National Pollutant Discharge Elimination System Permit to the Pennsylvania Department of Environmental Protection (PADEP) prior to any construction activity that encompasses more than one acre. All permits must be reviewed and approved by the EMD prior to being sent to any regulatory authority. The contractor shall not disturb any wetlands. Contractor will remove all silt fencing and other temporary control measures once the site is stabilized. Contractor will remove all spoils from TYAD unless a previously approved disposal site has been established. The contract COR will be responsible for management and control of the spoils disposal site.

14. Fluorescent and Mercury-Bearing Lamps

The contractor is to collect, containerize, manage and recycle fluorescent and mercury-bearing lamps in accordance with [40 CFR 273](#), Standards for Universal Waste Management. A copy of the manifest/Bill of Lading must be given to the EMD through the COR five days in advance of shipment by the contractor so that it can be reviewed for accuracy and completeness. The contractor must install low mercury bulbs when available.

15. Hazardous Materials Stored and Labeled

The contractor must ensure all hazardous materials (HM) at the work site are properly stored and labeled. The contractor must not leave any HM behind at the completion of the job for any reason. HM must not be stored outside without adequate secondary containment and shelter.

16. Hazardous Waste

The contractor must ensure that all hazardous wastes (HW) at the work site are properly stored and labeled in a pre-approved location designated by the EMD. The contractor must provide copies of any shipping documents for HW/Universal Waste/Toxic Substances Control Act waste. If the TYAD EPA number is being used for shipping purposes, only EMD is authorized to sign a manifest and the manifest (or copy) must be supplied prior to the day of shipment for review. The EMD will keep originals. If HW or waste requiring special handling (e.g., asbestos) is being turned over to the government for disposal, the contractor must notify the EMD through the COR when the waste is ready to be moved.

17. ISO 14001

TYAD is an ISO 14001 certified facility. All contractor and subcontractor employees on site must comply with TYAD Regulation 200-5, "Environmental Management System (EMS)." The contractor may obtain these regulations through the project COR.

18. Limit of Disturbance

The contractor must confine the limit of disturbance of the project to the smallest area possible.

19. Mercury-Bearing Equipment

The contractor must not install any equipment, switches, or devices (including thermostats) that contain mercury or lead.

20. Material Safety Data Sheets (MSDSs)

The contractor must submit MSDSs for all hazardous materials proposed for use, including paints, solvents, adhesives, etc., to the EMD through the COR five working days prior to material being brought on post. The contractor must keep a copy of all MSDSS required for the project at the jobsite.

21. Migratory Bird Protection

The contractor is responsible for meeting requirements of the [Migratory Bird Treaty Act of 1918](#) (as amended). The contractor must not disturb any migratory bird, their nesting area or offspring during the implementation of this contract.

22. National Pollutant Discharge Elimination System (NPDES) Permits

The contractor must not perform any work on existing NPDES structures or treatment units unless previously approved in writing by the Directorate of Public Works certified operators and the Environmental Management Division. This includes work within the sewage treatment plant, sewage lift stations, sewage conveyance pipes, Industrial Operations Facility pretreatment plant and storm water sewer systems. If a permit is required, it will be the responsibility of the contractor to obtain all permits prior to work being performed. All permit application packages

must first be reviewed by the Environmental Management Division prior to being sent to any regulatory authority.

23. Net Zero Water

The contractor will minimize the use of potable water during the construction project. Water used during the construction project will be monitored and measured using portable water meters if possible. Installed restroom equipment will consist of high-efficiency fixtures that use reduced volumes of water. Employ strategies that in aggregate use 20% less water than the water use baseline calculated for the building after meeting the Energy Policy Act of 1992 fixture performance requirements. Automatic hands-free flushometers will not be used. Water-free urinals will not be used. Flushometers will be the piston variety that fail in the closed position. New building construction and renovations will include installation of a water meter that is capable of being read from the outside of the building.

24. Noise

The contractor must not allow the noise level to exceed 65 decibels at any point outside TYAD property. If noise levels exceed 65 decibels, a plan must be prepared by the contractor to mitigate the noise levels and submit to the EMD for approval through the COR. The contractor will monitor the fence line to confirm this limit.

25. Ozone Depleting Substances (ODS)

The contractor must be responsible for ensuring that all personnel who perform maintenance and repair activities on refrigeration equipment have been trained and certified by an EPA-approved [Section 608 program](#). The contractor must not use Class I or Class II ODS or install equipment that contains Class I or II ODS.

25. Paints

The contractor must not use paints containing zinc chromate or strontium chromate pigments and paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal).

26. Pest Management

At no time during the execution of this contract must the contractor provide a food source or harborage for any pests. The contractor must coordinate through the COR to the EMD prior to application any pesticide usage. Pesticides are required to be approved by the EMD. The contractor must report all usage of pesticides through the COR to the EMD. After completion of the contract, the contractor must ensure there is no passage for pests to enter facilities or structures related to work performed by the contractor.

27. Polychlorinated Biphenyls (PCBs)

The contractor must not bring items containing PCBs onto TYAD. Light ballasts that are clearly marked "Contains no PCBs," or that are marked with a manufacture date after 1978 must be disposed of by the contractor as construction demolition debris. Any light ballast that is not marked as containing no PCBs that has a manufacture date prior to 1978, or that cannot be determined whether it contains PCBs, must be disposed of by the contractor at an approved and licensed facility for PCBs. The contractor must submit a shipping manifest and certificate of

disposal of the PCB-containing items to the EMD through the COR.

28. Recycling

The contractor must comply with TYADs general recycling plan for recyclable materials such as aluminum, steel, cardboard, paper, plastic and wood. The contractor should contact the EMD for additional information on the recycling of materials through the COR. The COR will coordinate with EMD to have the contractor recycle metals, cardboard, etc., through TYADs recycling program. All Construction and Demolition (C&D) material transferred from a construction project into the TYAD recycling program must be segregated and material type and weights submitted to the project COR for consolidation. Any material entering the TYAD recycling program that is not documented and properly reported will be absorbed into the TYAD recycling program and not count towards the C&D requirement of the project. Clean wood shall be recycled by the contractor off TYAD property.

29. Refuse and Construction Demolition Debris Removal and Disposal

During the performance of all construction, renovation and demolition projects, a minimum of 50 percent of all non-hazardous construction demolition debris shall be diverted from the landfill for reuse or recycling. FY15 will require a minimum of 60% diversion. The contractor shall provide written certification to the COR of the type and tonnage of debris reused or recycled from the contract. All refuse and the construction demolition debris not recovered for reuse or recycling shall be disposed of at a PADEP permitted and Monroe County Municipal Waste Management Authority authorized facility. The contractor shall comply with the Monroe County Solid Waste Management Plan and PA Act 90, including all licensing requirements. The contractor shall provide a disposal certificate or landfill weight slip to the COR for all solid waste disposed of during the performance of this contract. The COR will then provide copies of the disposal certificate or landfill weight slips with the quarterly consolidated C&D report from The Directorate of Public Works to EMD.

30. Removal Materials

The contractor must remove from the site prior to the acceptance of work by the Government, all materials not identified to remain in place, including excess paints, building materials and equipment purchased by the contractor for the execution of this project.

31. Site Preservation and Restoration

The contractor must ensure that the land resources associated under this contract be preserved in their present condition, or be restored to a like condition after completion of construction. This post construction appearance will appear to be natural and not detract from the appearance of the project.

32. Trees and Shrubs Protection

The contractor must be responsible for the protection of all trees and shrubs on site. The contractor must not allow any heavy equipment, vehicular traffic or stockpiling of materials within ten feet from the drip line of any tree. The contractor must not allow any toxic materials to be stored within 100 feet (35.5 meters) of the drip line of any tree. The contractor must not nail protective devices, signs, utility boxes or other objects to trees to be retained on the site.

33. Unexploded Ordnance (UXO)

All work that is done in the UXO area must include the support and clearance by a UXO technician. In addition, all personnel entering the UXO area must have UXO recognition training. The COR will escort the contractor to the EMD for UXO recognition training. The COR will provide a map of the UXO area to the contractor.

34. Water Quality

The contractor shall not pollute streams, lakes or reservoirs. All work under this contract shall be performed in such a manner that pollution will not be created in streams, surface waters or underground water located within, or adjacent to the project area. The contractor shall not spill, emit, dump or otherwise discharge any hazardous, toxic, harmful or unauthorized pollutant, substance or material, including petroleum products, cleaning agents or paints, onto the ground, into the air or into any waters or nearby storm drain. The contractor shall execute any preventative measures required to prevent any hazardous, toxic or harmful material stored or used on the project site from entering any stormwater drain. Nothing shall be allowed to spill, emit, dump or otherwise discharge any hazardous, toxic or harmful material or pollutant into any sink, toilet, drain, utility or receptacle without written permission from the EMD through the COR. The contractor shall protect streams, lakes and wetlands from sediment discharges caused by his activities.

INSURANCE REQUIREMENTS - CONTRACTING OFFICER'S NOTICE (JAN 2012) ACC-APG TYD 5152.228-4005

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- (a) **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** Contractors are required to comply with applicable Federal and State Worker's Compensation and Occupational Disease Statutes. If the Employer's liability section of the insurance policy, except then contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Worker's Compensation to be written by private carriers.
- (b) **GENERAL LIABILITY.** Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least \$500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.
- (c) **AUTOMOBILE LIABILITY.** Automobile Liability Insurance written on the comprehensive form of policy is required. The policy shall provide for Bodily Injury and Property Damage Liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(End of provision)

NOTE TO THE PAYING OFFICE (JAN 2012) ACC-APG TYD 5152.232-4000

To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is distributed from only those accounting classification reference numbers (ACRNs) and their corresponding contract line item numbers (CLINs) or subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

(End of Note)

AMC-LEVEL PROTEST PROGRAM (JUL 2012) ACC-APG TYD 5152.233-4001

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
E-mail: amcprotests@conus.army.mil

The AMC-Level Protest Procedures are accessible via the Internet at:

www.amc.army.mil/amc/commandcounsel.html. If Internet access is not available, contact the Contracting Officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of clause)

ENVIRONMENTAL CONCERNS FOR CONTRACTORS (JUL 2012) ACC-APG TYD 5152.233-4002

- Provide Material Safety Data Sheets (MSDS) to COR for all hazardous materials used. MSDSs must be at the work site.
- Spill Response -
 - Notification to Fire Department, dial 911 regarding any potentially hazardous spills (i.e., if one drop of petroleum product hits non-paved area, must call).
 - After notification, contain and clean up minor spills.
 - The Contractor will be billed for cleanups performed by depot personnel.
- Nothing shall be dumped or allowed to flow into storm sewers or drains other than rainfall. Notify the Environmental Management Division (EMD) at 5-7090 prior to discharging any substance, including water, into a storm drain or sanitary sewer.
 - The depot encourages recycling as much as possible in accordance with Presidential Order #13101.
- All material purchased and used on the project that contains recycled material must be reported to the COR. The amount and percent content must also be reported.

- All Contractor-responsible debris, excess material, excess equipment, etc., shall be removed from site.
- Solid waste disposal -
 - Provide name, address, etc., of transporting agency/company, and receiving landfill to COR.
 - Provide copies of shipping manifests/documents to COR.
 - Fluorescent bulbs and mercury bearing lamps are to be handled under the Universal Waste Rules. Recycling is required and copies of all shipping documents are to be provided to the COR.
 - Burning at project sites for the disposal of refuse and debris will not be permitted.
- Hazardous waste disposal -
 - Provide name, address, etc., of transporting agency/company, and receiving landfill to COR.
 - Provide copies of shipping manifests to COR.
- Asbestos handling/removal/disturbance.
 - Provide copies of notifications to COR, Contract Administrator, and EMD. (All projects require 20 working days notification to PADEP.)
 - Provide name, address, etc., of transporting agency/company and receiving landfill to COR, Contract Administrator, and EMD.
 - An asbestos notification must be sent if demolishing a building or a load-bearing wall regardless of whether or not asbestos is present.
 - Provide copies of shipping manifests to COR, Contract Administrator, and EMD. The Pennsylvania Department of Environmental Protection (PADEP) must be notified 20 days in advance of any projects involving building or load-bearing wall demolition.
 - No asbestos-containing material will be used.
- Notify EMD at 5-7090 regarding any potentially environmentally sensitive incidents.
- Employ energy conservation measures where practical.
- Do not use Class I Ozone Depleting Substances (ODS) or other materials containing, or manufactured with, any Class I ODS. All contractor personnel must have ODS certification when working on refrigeration equipment.
- Check with EMD at 5-7090 concerning locations of environmental Areas of Concern with regard to project location.
- Notify the EMD at 5-7090 prior to performing any work on the water distribution system.
- Any equipment connected to the water distribution system must have a backflow prevention device installed.
- Erosion Control. Follow PADEP Soil Erosion and Sedimentation Control Regulations.
- Contractor shall be responsible for protection of all vegetation on the work site.
- Any spraying operation shall not be visible from outside the depot. Spraying any substance when wind speeds are above 10 MPH is strongly discouraged.
- Paints containing zinc chromate, strontium chromate, or lead compound greater than 0.06 percent by weight of the total nonvolatile content shall not be used. No touchup paint is to be left or provided to any government employee.
- Assure all employees and subcontractor employees are aware of all emergency shutdown and evacuation procedures at the work site.
- Ensure all hazardous materials/wastes at the work site are properly stored and labeled.
- Migratory birds or migratory birds' nests cannot be disturbed while the migratory birds are nesting.

NOTE: Depending on contract/project requirements, the environmental concerns listed above may not all apply.
(End of Note)

SERVICE OF PROTEST (JUL 2012) ACC-APG TYD 5152-233-4102

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ACC-APG DIVISION E, TOBYHANNA
ATTN: CCAP-CCT, BRANCH CHIEF

11 HAP ARNOLD BLVD
TOBYHANNA, PA 18466-5100

Protest to HQ, AMC shall be filed at:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Room: A6SE040.001
Redstone Arsenal, AL 35898-5000

HQ, AMC Facsimile number is (256) 450-8840

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

NOTE: The preferred method of resolving protests is through the above cited Contracting Officer at Tobyhanna Army Depot.

(End of Note)

WORK AREA RESTRICTIONS - CONTRACTING OFFICER'S NOTICE (JAN 2012) ACC-APG TYD 5152.236-4003

Contractor employees are restricted to the immediate area of the job site and not permitted access to any area adjacent to said job site without expressed written permission of the Contracting Officer.

(End of Note)

SAFETY REGULATIONS (JAN 2012) ACC-APG TYD 5152.236-4005

Contractors shall comply with all Department of Labor and OSHA Rules and Regulations, 29CFR-1910 (General Industries) or 1926 (Construction), whichever is applicable. Contractors shall also comply with Tobyhanna Army Depot (TYAD) Safety Regulation 385-1. A copy of TYAD regulation 385-1 may be accessed at:

<http://www.tobyhanna.army.mil/about/certifications/vpp.html>

Additionally, all contractor and subcontractor employees on site at Tobyhanna Army Depot shall be required to view a brief, approximately 15 minute, Safety film upon Depot entry and prior to performance of any on-site work. Contractors shall also comply with any and all Safety requirements as stated in the specific statement of work or technical specifications applicable to the contract/order.

Tobyhanna Army Depot is an OSHA Voluntary Protection Program (VPP) site.

(End of Provision)

TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR RESTRICTIONS
(JAN 2012) ACC-APG TYD 5152.237-4008

**TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR
RESTRICTIONS**

1. NON-RESIDENT/NON-IMMIGRANT ALIENS

a. All non-resident/non-immigrant aliens must have approval prior to being permitted access to Tobyhanna Army Depot (TYAD). Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications-Electronics Command; proceed to TYAD.

b. All non-resident/non-immigrant aliens granted access to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two non-resident/non-immigrant aliens.

c. Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractor's on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

d. Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

2. FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth in paragraph 1.a. above (but see paragraph 5, below). Such individuals must have proper identification in addition to a valid form I-551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid form I-555 will be denied access to TYAD.

3. SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING

All persons seeking entrance to TYAD must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in-processing by TYAD Security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied.

Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed TYAD form 648-C to their contract or depot point of contact. The completed form must be submitted at least five (5) workdays in advance of on-site performance for each employee intended for onsite performance or five (5) workdays in advance of visits or other business at the depot. Any contractor employee (s) already on site who have not been screened, will be subject to security screening. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on site who fail screening will not be permitted further access to TYAD.

4. SUBMISSION OF BIDS OR PROPOSALS

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

5. CONTRACTOR ON-SITE WORKFORCE – ADDITIONAL SECURITY REQUIREMENTS

A. This section is in addition to the requirements above regarding non-resident aliens (non-immigrants) for on-site performance. Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the Contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel, that the Contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the roster for each individual named on the roster as a resident alien (immigrant):

- a) A copy of a verifiable form of identification, such as a driver's license or a passport; and
- b) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card").

Contractors who fail to identify any and all resident aliens (immigrants) who will be used for on-site performance and who will seek access to Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies

B. Within five (5) workdays of the submission of the roster, documentation, and TYAD form 648-C, the Government will have completed the security check and the Contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into the Depot through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification

C. The roster that the Contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The Contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment

D. Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.

CONTRACTOR VEHICLES, TRAILERS AND EQUIPMENT (JAN 2012) ACC-APG TYD 5152.246-4000

All contractor owned, rented or leased vehicles, trailers and/or equipment for use on site, shall be identified with the contractor's company name, job site description, point of contact and phone number where the contractor can be reached 24 hours a day. The contractor shall ensure all referenced items are to be checked for proper operation, leaks, etc. prior to delivery to Tobyhanna Army Depot. The contractor shall coordinate with the Contracting Officer's Representative or assigned Government point of contact prior to leaving any of the referenced items unattended at the site.